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Attorneys for Defendants
KEMPER, LUMBERMANS, BROADSPIRE
AND THE VODAFONE DISABILITY PLANS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

NANCY HYDER,

Plaintiff,

v.

KEMPER NATIONAL SERVICES, INC.,
LUMBERMEN'S MUTUAL INSURANCE
COMPANY,
BROADSPIRE SERVICES, INC.,
VODAFONE AMERICAS, INC.,
VODAFONE AMERICAS, INC. SHORT
TERM DISABILITY PLAN and VODAFONE
AMERICAS, INC. LONG TERM
DISABILITY PLAN,
VODAFONE EMPLOYEE HEALTH PLAN,
VODAFONE EMPLOYEES DENTAL PLAN,
VERIZON WIRELESS, INC, and
DOES 1 TO 50 INCLUSIVE

Defendants.

No. 05 C 1782 CW

**DEFENDANT KEMPER,
LUMBERMENS, BROADSPIRE
AND THE VODAFONE
DISABILITY PLANS
SUPERSEDEAS BOND**

(No Hearing Set)

**DISABILITY DEFENDANTS'
SUPERSEDEAS BOND
CASE NO. C 05C 1782 CW**

1 KNOW ALL MEN BY THESE PRESENTS that these Defendants, KEMPER
2 NATIONAL SERVICES, INC., LUMBERMEN'S MUTUAL INSURANCE COMPANY,
3 BROADSPIRE SERVICES, INC., VODAFONE AMERICAS, INC. SHORT TERM
4 DISABILITY PLAN and VODAFONE AMERICAS, INC. LONG TERM DISABILITY PLAN
5 (hereinafter "DISABILITY DEFENDANTS"), as principal and NATIONAL INDEMNITY
6 COMPANY as surety, are held and firmly bound unto plaintiff and judgment creditor NANCY
7 HYDER in the sum of SEVEN HUNDRED, FIFTY THOUSAND DOLLARS AND NO CENTS
8 (\$750,000.00) for payment of which we and each of us bind ourselves, and our heirs, executors,
9 administrators, successors, and assigns, jointly and severally, firmly by these presents.

10 THE OBLIGATION OF THIS BOND IS SUCH THAT:

11 Whereas, on April 18, 2007, in an action pending in the United States District Court for
12 the Northern District of California, Oakland Division, between NANCY HYDER and
13 DISABILITY DEFENDANTS, as defendants, judgment was rendered against THE
14 DISABILITY DEFENDANTS in the amount of \$ 29,689.49 for short term disability benefits in
15 addition to pre and post judgment interest thereon, and \$377,240.65 in long term disability
16 benefits in addition to pre and post judgment interest thereon, and

17 WHEREAS, the United States District Court for the Northern District of California,
18 Oakland Division, indicated that Plaintiff is entitled to prospective long term disability benefits,
19 from and after the date of judgment until such time as her entitlement to such benefits shall
20 change or terminate pursuant to the terms of the Vodafone long term disability plan; and

21 WHEREAS, Plaintiff has filed a motion for attorneys' fees with the court pursuant to 29
22 U.S.C. § 1132(g) seeking fees in the amount of \$91,035.00, and the court is considering said
23 motion; and

24 WHEREAS, the DISABILITY DEFENDANTS having filed a notice of appeal from such
25 judgment to the United States Court of Appeals for the Ninth Circuit, and will file a notice of
26 appeal should any award for attorneys' fees be made and said defendants desire to suspend
27

execution of said judgment (and any future judgment that might be entered for attorneys' fees and costs) pending such appeal;

NOW, THEREFORE, we jointly and severally agree to pay to plaintiff NANCY HYDER, the judgment creditor above, any part of the Judgment which is not reversed, vacated or otherwise modified on appeal, plus interest, damages, and costs up to the obligation of this bond. If the Principals shall satisfy any money judgment obtained and upheld on appeal in full, including any costs and damages which may be awarded against the Principals, then this obligation shall be null and void; otherwise to remain in full force and effect.

The obligation of this bond is limited to the amount of SEVEN HUNDRED, FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00).

KEMPER NATIONAL SERVICES, INC.,
LUMBERMEN'S MUTUAL INSURANCE
COMPANY,
BROADSPIRE SERVICES, INC.,
VODAFONE AMERICAS, INC. SHORT TERM
DISABILITY PLAN and VODAFONE
AMERICAS, INC. LONG TERM DISABILITY
PLAN

As principal by


NATIONAL INDEMNITY COMPANY

As surety by


Everett Anderson, Attorney in Fact

6/19/07

DATE: _____

APPROVED: 
United States District Judge

POWER-OF-ATTORNEY

NATIONAL INDEMNITY COMPANY

3024 HARNEY STREET
OMAHA, NEBRASKA 68131
(402) 536-3000

70 NGP 184009

KNOW ALL MEN BY THESE PRESENTS: That this Power-of-Attorney is not valid unless attached to the bond which it authorizes executed. It specifies the LIMIT OF THE AGENTS AUTHORITY AND THE LIABILITY OF THE COMPANY, HEREIN, THE AUTHORITY OF THE ATTORNEY-IN-FACT and THE LIABILITY OF THE COMPANY

SHALL NOT EXCEED Seven Hundred Fifty Thousand and No./100 Dollars.
(\$750,000.00)

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, state of Nebraska, does hereby make, constitute and appoint Everett Anderson

in the City of Omaha, County of Douglas, State of Nebraska
its true and lawful attorney-in-fact, at Omaha in the State of Nebraska
to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds and undertakings in behalf of court fiduciaries, who under the jurisdiction of a court, administer property held in trust; public official bonds; license and permit bonds; tax, lien, and miscellaneous bonds, required by Federal, State, County, Municipal Authority, or other obligees, provided that the liability of the company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.


This Power of Attorney is granted and is signed and sealed by original signature under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL INDEMNITY COMPANY at a meeting duly called and held on the 15th day of October, 1968:

"RESOLVED, that the President, or Vice President of the Company, be, and each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of NATIONAL INDEMNITY COMPANY, bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company."

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its President and attested by its Assistant Secretary


this 24th day of May, 20 07.

ATTEST


(Title) Janelle K. Kay
Assistant Secretary

NATIONAL INDEMNITY COMPANY

BY

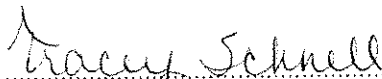

(Title) Donald F. Wurster
President

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On this 24th day of May, 20 07, before me, a Notary Public, personally appeared Donald F. Wurster

who being by me duly sworn, acknowledged that he signed the above Power of Attorney as President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.




Notary Public, Nebraska

1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used in The State of California
This Power Can Only Be Used For The Following Obligor Nancy Hyder

Principal or case reference Kemper National Services, Inc., et al